

Seattle Parks and Recreation Lake Washington Moorages



Moorage Rental Agreement

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| Owner Name | Moorage: |
| Mailing Address Street : _____ City: _____ State: _____ Zip: _____ | Contact Information Email: _____ Phone #: _____ Emergency Phone Contact #: _____ |
| Slip Assignment | Vessel/Boat Information |
| Assignment Date: _____ Slip #: _____ Slip Length: _____ Slip Rate/quarter: \$ _____ Electricity/quarter: \$ _____ (if applicable) Total Quarterly Fees \$: _____ | Boat Name: _____ State Registration WN#: _____ Make and Model: _____ Type: Sail Power Small Boat Boat length: _____ ft Beam: _____ ft |

This Moorage Rental Agreement ("Agreement") is between Seattle Parks and Recreation ("SPR") and the undersigned vessel/boat owner ("Owner"). SPR hereby grants to the Owner authorization for the vessel ("Boat") designated above to occupy the slip space at Lakewood – South Leschi – North Leschi (please circle one) on the following terms and conditions.

RESPONSIBILITIES:

- The Owner is responsible for keeping SPR notified of any changes in address, phone numbers and vessel information. The Owner agrees that any notices by SPR are valid if sent to Owner's address above unless the Owner provides SPR with written notice of a change in address.
- The Owner agrees to abide by all requirements in the current SPR Moorage Renter Handbook ("Handbook"), and agrees to comply with all laws and regulations applicable to the moorage.
- The Owner agrees to pay the current moorage rate specified above on or before the 5th of every month.
- The Owner agrees to pay any and all fees associated with utilities and services furnished to the Boat as well as comply with Moorage's shore power requirements as provided in the Handbook. SPR does not guarantee continuity of utility services to the Boat, specifically with regard to electrical service, and does not guarantee the continuity or characteristics of such service and its compatibility with the Boat's electrical circuit protector, if any, or any effects of galvanic or electrolytic action.
- The Owner is responsible for maintaining current state registration or USCG documentation for the Boat and providing a current copy to SPR as proof of ownership. If Boat is exempt from registration, another form (title, invoice, etc.) may be accepted as an alternate form of documentation of ownership.
- This Agreement does not give Owner the right to live aboard the Boat. The Owner must sign a live-aboard agreement in order to use the slip for a live aboard Boat.

SLIP/SPACE ASSIGNMENT:

- Only one slip will be assigned per moorage application and agreement.
- The extreme length of vessel, ELOV, including bow sprits, swim steps, anchors, dinghy davits, or any other objects attached to or otherwise adding length to the Boat, must not exceed the length of the designated slip.
 - If the assigned slip/space length is less than the ELOV but the slip can safely accommodate the Boat, the Owner agrees to pay the additional linear foot fee for the slip.
- SPR reserves the right to change slip assignments as necessary for the efficient operation of the Moorages as well as for other causes, including emergency, with notice reasonable under the circumstances.
- Slip/spaces are non-transferable. Exceptions are reviewed on a case by case basis.
- Slip/spaces are strictly assigned for non-commercial recreational boating use only.

INSURANCE REQUIREMENT:

- Liability insurance is to remain current and in effect at all times as a condition of this Agreement.

- The insurance shall cover pollution, damage done to the slip, the marina, and any other boats or equipment.
- Owner shall list the City of Seattle (the “City”) as an additional insured.
- Minimum liability coverage:
 - Boats under 26 feet, the insurance policy shall provide general liability insurance with limits of no less than \$300,000 per occurrence.
 - Boats over 26 feet, \$500,000 per occurrence liability limits are required.
- Owner must provide SPR a copy of the current Certificate of Insurance showing Owner’s name, policy dates, and vessel liability amounts and endorsement listing City of Seattle as additional insured. If part of the coverage is an umbrella policy, Owner shall provide which part is under the umbrella. Failure to provide a copy of the current Certificate of Insurance and additional insured endorsement upon request by SPR staff may be grounds for termination of this Agreement and any and all related privileges at the SPR Lake Washington Moorages.
- SPR will review insurance needs for small boat storage on a case by case basis.

NO PROPERTY RIGHT; TERMINATION:

- This Agreement shall not be interpreted to grant the Owner any property right in the moorage or slip. This Agreement shall become effective on the date signed by both parties and shall continue on a monthly basis until terminated as follows:
 - By either party submitting written notice to the other no later than thirty (30) days before the last day of the month of termination.
 - By SPR if the Owner violates or fails to comply with any provision of this Agreement and if Owner’s failure continues (i) for more than ten (10) days following written notice from SPR for any failure to pay moorage fees or failure to provide insurance, or (ii) beyond the time reasonably specified for cure by SPR in written notice to the Owner for any default that is non-monetary in nature.

PARKING & KEYS:

- Owner can be issued two (2) access keys and two (2) parking permit per moorage slip/space. Replacement for lost or stolen key or permit will be \$25.
- Parking permits must be conspicuously displayed at all times while a vehicle is parked in the “Permit Only” parking areas. Vehicles not displaying the parking permit may be towed.
- SPR does not guarantee the availability of parking within the “Permit Only” and “Public” parking areas.
- Keys and parking permits are the property of SPR. Owner agrees to surrender all issued key(s) and permit(s) to SPR upon termination of this Agreement. A \$25 replacement fee shall be assessed for each item not returned upon termination.

RELEASE OF LIABILITY, AS-IS USE, INDEMNITY and SPR ACCESS:

- Owner’s placement of the Boat and all personal property at the moorage and use of the moorage, including use by the Owner’s invitees, is solely at Owner’s risk. The City of Seattle (“City”) shall not be liable for and Owner hereby releases the City from (i) any and all claims for damage to or loss of the Boat, including its engines, equipment, or any other property either upon the Boat or moorage facility, resulting from any cause whatsoever including, but not limited to, fire, theft, vandalism water, damage, or collision and (ii) any claims or liabilities for personal injuries suffered by the Owner, Owner’s invitees, contractors, and agents resulting from use of the slip and moorage facility, except injuries caused by the City’s negligence, or that of its employees or contractors. Marina premises adjacent to the slip have been inspected by the Owner and are accepted in their present “as is” condition, except for any hazardous latent defects. Owner agrees to keep the slip and adjacent moorage areas clean, orderly and completely free of inflammable substances. Owner shall defend and indemnify the City and its employees and officials from all claims for damages, costs, claims or liabilities of any kind (“Claims”) to the extent the Claims arise from (i) Owner’s violation of the terms of this Agreement or (ii) Owner’s negligence or the negligence of Owner’s employees, contractors, agents, guests or invitees.
- Owner hereby grants SPR, its agents, and employees access to the Boat for purposes of inspection for compliance with the Agreement upon reasonable notice from SPR. Owner hereby grants SPR the right to access the Boat at all times without prior notice in case of emergency for movement of the Boat, fighting of fire or other casualty, or preventing any casualty or potential hazard as determined at the discretion of SPR, provided this shall not be interpreted to require SPR to take any such action.

Owner’s Signature: _____ Print Name: _____ Date: _____

SPR’s Signature: _____ Print Name: _____ Date: _____